

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of NexUSTel, LLC for a Certificate of Public Convenience and Necessity to Provide Resold Interexchange Telecommunications Services to and from all Points throughout the State of South Carolina, and for Alternative Regulation

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

COVER SHEET

DOCKET  
NUMBER: 2008 - - C

(Please type or print)  
Submitted by: John J. Pringle, Jr.  
Address: Ellis, Lawhorne & Sims, PA  
PO Box 2285  
Columbia SC 29202

SC Bar Number: 11208  
Telephone: 803-343-1270  
Fax: 803-799-8479  
Other:  
Email: jpringle@ellislawhorne.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

- ☐ Emergency Relief demanded in petition
- ☐ Request for item to be placed on Commission's Agenda expeditiously
- ☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

Print Form

Reset Form

# ELLIS:LAWHORNE

John J. Pringle, Jr.  
Direct dial: 803/343-1270  
[jpringle@ellislawhorne.com](mailto:jpringle@ellislawhorne.com)

July 7, 2008

**FILED ELECTRONICALLY**

The Honorable Charles L.A. Terreni  
Chief Clerk  
**South Carolina Public Service Commission**  
Post Office Drawer 11649  
Columbia, South Carolina 29211

RE: Application of NexUSTel, LLC for a Certificate of Public Convenience  
and Necessity to Provide Resold Interexchange Telecommunications  
Services to and from all Points throughout the State of South Carolina, and  
for Alternative Regulation  
**Docket No. 2008-\_\_\_\_-C, Our File No. 1645-11594**

Dear Mr. Terreni:

Enclosed is the **Application** filed on behalf of NexUSTel, LLC in the above-referenced matter. A Motion for Confidential Treatment is also being filed in relation to this Application and the financial statements will be mailed to both the South Carolina Public Service Commission ("Commission") and the Office of Regulatory Staff ("ORS") under seal today.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,



John J. Pringle, Jr.

JJP/cr  
Enclosure (as stated)

cc: Office of Regulatory Staff Legal Department (via electronic mail service)  
Jorge Asceio, NexUSTel, LLC (via electronic mail service)  
Danielle Burt, Esquire (via electronic mail service)

**BEFORE THE SOUTH CAROLINA  
PUBLIC SERVICE COMMISSION**

In the Matter of the Application of	)	
	)	
NexUSTel, LLC	)	
	)	
To Provide Resold Interexchange	)	Docket No. _____
Telecommunications Services	)	
Throughout the State of South Carolina and for	)	
Alternative Regulation	)	
	)	

**APPLICATION**

NexUSTel, LLC ("Applicant"), by its undersigned counsel and pursuant to the South Carolina Code 58-9-280 and the rules and regulations of the South Carolina Public Service Commission ("Commission"), hereby submits its Application for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services on a statewide basis. Applicant requests that its interexchange services be subject to alternative regulation, pursuant to South Carolina Code § 58-9-585 (Supp. 1999), as was first granted by the Commission in Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C.

The Applicant submits the following information in support of its request.

**I. DESCRIPTION OF THE APPLICANT**

1. Applicant's legal name is NexUSTel, LLC. Applicant maintains its principal place of business at 9700 S. Dixie Highway, Suite 550, Miami, Florida 33156. Applicant is a limited liability company organized under the laws of the State of Delaware. A copy of Applicant's Certificate of Formation is attached as **Exhibit 1**. A copy of Applicant's Certificate of Authority to Transact Business in South Carolina is attached as **Exhibit 2**.

2. Name, Address and Telephone Number of Applicant:

NexUSTel, LLC  
9700 S. Dixie Highway, Suite 550  
Miami, Florida 33156  
Telephone: (786) 220-3720

Facsimile: (585) 720-1790

3. Correspondence concerning this Application should be directed to:

John J. Pringle, Jr.  
Ellis, Lawhorne & Sims, P.A.  
Post Office Box 2285  
Columbia, South Carolina 29202-2285  
(803) 343-1270 (Tel)  
(803) 799-8479 (Fax)  
jpringle@ellislawhorne.com

and:

Andrew D. Lipman  
Danielle C. Burt  
Bingham McCutchen LLP  
2020 K Street, NW  
Washington, D.C. 20006  
Tel: (202) 373-6000  
Fax: (202) 373-6001  
danielle.burt@bingham.com

4. Questions concerning the ongoing operations of Applicant following certification should be directed:

Jorge Asecio, President  
NexUSTel, LLC  
9700 S. Dixie Highway, Suite 550  
Miami, Florida 33156  
Telephone: (786) 521-6074  
Facsimile: (585) 720-1790

5. Applicant's registered agent in South Carolina is:

Capitol Corporate Services, Inc.  
2 Office Park Curt, Suite 103  
Columbia, SC 29223

6. The following toll-free number is available for customer service inquiries:

877-639-8775

## **II. DESCRIPTION OF SERVICES**

1. NexUSTel seeks authority to provide resold interexchange telecommunications to and from all points within the State of South Carolina. Therefore, NexUSTel seeks statewide

authority. NexUSTel intends to offer retail voice services in a prepaid and presubscribed basis. All services provided will meet the service standards that the Commission may adopt.

2. NexUSTel is in the process of obtaining authority to provide resold interexchange service in all states with the exception of Alaska and Hawaii. Applicant is currently authorized to provide telecommunications services in Colorado, Florida, Georgia, Idaho, Indiana, Iowa, Michigan, Montana, New Jersey, New York, North Carolina, Texas, Utah, Virginia, Washington and Wisconsin. Applicant has applications pending in Alabama, Arizona, Arkansas, California, Connecticut, Delaware, Illinois, Kentucky, Maryland, Massachusetts, Minnesota, Missouri, New Hampshire, New Mexico, Oklahoma, Oregon, Pennsylvania, South Dakota, Vermont, and Wyoming. Applicant has not been denied authority to provide telecommunications services in any state, nor has any state revoked the authority of Applicant to operate therein.

### **III. FINANCIAL, MANAGERIAL & TECHNICAL QUALIFICATIONS**

1. NexUSTel is financially, technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina.

2. NexUSTel is technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina. The key management personnel of Applicant has over 20 years experience in the telecommunications industry and is well equipped to manage and ensure that Applicant's technical operations will meet the most demanding standards for service quality and reliability. Descriptions of the technical and managerial experience of Applicant's key management personnel are attached as **Exhibit 3** hereto.

3. NexUSTel's key management are as follows:

Jorge Asecio, President and Chief Executive Officer  
Robert DePalma, Chief Financial Officer  
Gonzalo Alvarez, Vice President, Information Technology  
Manuel Molina, Vice President of Operations  
Antony Cassara, Treasurer

Each member of the management team, with the exception of Mr. DePalma and Mr. Cassara, can be reached at Applicant's principal place of business. Mr. DePalma and Mr. Cassara can be reached at 125 Canal Landing Blvd., Rochester, NY 14626, (585) 720-1700.

4. NexUSTel is financially qualified to provide resold interexchange services in South Carolina. Applicant provides hereto as **Exhibit 4** a current balance sheet and a statement of profit and loss. This information is Confidential and is being filed under seal. Applicant requests that **Exhibit 4** be afforded confidential treatment in accordance with S.C. Code Ann. § 39-9-10, *et seq.*, S.C. Code Regs. 103-800, *et seq.* and Commission Order No. 2005-226, because this exhibit contains financial information, which, if disclosed, would result in substantial harm to Applicant's competitive position. Applicant has filed its *Motion for Protective Treatment of Financial Statements* concurrent with this Application.

#### **IV. REGULATORY COMPLAINT AND WAIVER REQUESTS**

1. As required by South Carolina Code 58-9-280, attached hereto is a copy of Applicant's proposed initial tariff containing rates, terms, and conditions for the services proposed herein. Attached as **Exhibit 5** is Applicant's proposed interexchange service tariff.

2. NexUSTel will market its services by direct marketing and sales. Applicant does not currently have promotional materials to be used in South Carolina; however, if required by the Commission, Applicant will provide the Commission copies of such materials when they become available.

3. Pursuant to the South Carolina Public Service Commission's Order No. 95-658 (issued March 20, 1995), Applicant makes the following affirmation, which is included in Applicant's proposed tariffs, attached hereto as **Exhibit 5**:

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of

consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

4. As stated above, Applicant's toll-free number for customer service is 877-639-8775. Its customer service email address is info@nexustel.net. The toll-free customer service number will be printed on customer bills.

5. NexUSTel requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant's activities in the State of South Carolina will be managed from its principal place of business in Florida. Requiring Applicant to maintain its books and records in the State of South Carolina would place an undue financial burden on Applicant as it competes with other carriers that maintain their books and records outside of the State of South Carolina. Upon written request from the Commission, Applicant will produce such books and records at such time and place within South Carolina, as the Commission may designate. Alternatively, Applicant will pay to the Commission the reasonable expense or charges incurred by the Commission for any investigation or examination the Commission undertakes at Applicant's business offices.

6. NexUSTel requests that it be exempt from any record keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). Good cause exists for the grant of this waiver. Neither the Federal Communications Commission nor any other jurisdiction requires Applicant to maintain its books and records according to the USOA. Absent the grant of a waiver, Applicant would be required to maintain a dual set of books, one solely for South Carolina and another for all other jurisdictions. Such a requirement would be extremely burdensome. GAAP is a widely-accepted

accounting methodology that accurately reflects the Applicant's operations. Applicant's continuing use of GAAP will be consistent with the principles embodied in the USOA provisions and will permit Applicant to comply with any applicable Commission requirements.

7. In addition to the above requested waivers, Applicant reserves the right to seek any regulatory waivers that may be required for Applicant to compete effectively in the South Carolina telecommunications market.

## **V. PUBLIC INTEREST CONSIDERATIONS**

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. NexUSTel will deploy and expand a competitive telecommunications infrastructure in the State. NexUSTel will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services.

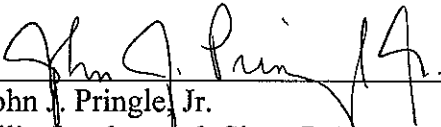
## **VI. CONCLUSION**

For the reasons stated above, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide resold interexchange telecommunications services. Also, Applicant respectfully requests that the Commission grant the waivers requested in this Application, including alternative regulation in accordance with South Carolina Code Ann. Sec. Sec. 58-9-585 (Supp. 1999) in the same manner as granted by the South Carolina Public Service Commission in Order Nos. 95-1734, 96-55, and 98-165.



WHEREFORE, NexUSTel, LLC respectfully requests that the South Carolina Public Service Commission grant it the authority to provide resold interexchange telecommunications services in the State of South Carolina, grant alternative regulation as requested herein, and grant such other relief as is just and proper.

Respectfully submitted,

  
\_\_\_\_\_  
John J. Pringle, Jr.  
Ellis, Lawhorne & Sims, P.A.  
Post Office Box 2285  
Columbia, South Carolina 29202-2285  
(803) 343-1270 (Tel)  
(803) 799-8479 (Fax)  
jpringle@ellislawhorne.com

and

Andrew D. Lipman  
Danielle C. Burt  
Bingham McCutchen, LLP  
2020 K Street, NW  
Washington, D.C. 20006  
Telephone: (202) 373-6000  
Facsimile: (202) 373-6001  
danielle.burt@bingham.com

Counsel for NexUSTel, LLC

Dated: July 7, 2008

## VERIFICATION

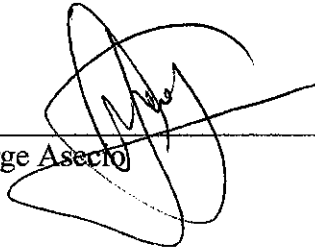
This Application shall be verified under oath.

## OATH


STATE OF FLORIDA           )  
  )  
COUNTY OF MAIMI-DADE    )

ss:

I, Jorge Asecio, being duly sworn, affirm that I am President of NexUSTel, LLC; that I am authorized to make the following verification on behalf of the Applicant; that I have examined the foregoing Application and that to the best of my knowledge, information and belief, all statements of fact contained in said Application are true, and that said Application is a correct statement of the business and affairs of the above named Applicant in respect to each and every matter set forth herein.

  
\_\_\_\_\_  
Jorge Asecio

Subscribed and sworn before me, a Notary Public in the State and County above named  
this 3 day of June, 2008.

  
\_\_\_\_\_  
Allan Sequeira 06/03/08

My Commission Expires: March 21, 2010



Allan Sequeira  
Commission #DD531358  
Expires: MAR. 21, 2010  
WWW.AARONNOTARY.COM

## **LIST OF EXHIBITS**

<b>Exhibit 1</b>	<b>Certificate of Formation</b>
<b>Exhibit 2</b>	<b>Certificate of Authority to Transact Business</b>
<b>Exhibit 3</b>	<b>Managerial Qualifications</b>
<b>Exhibit 4</b>	<b>Financial Qualifications</b>
<b>Exhibit 5</b>	<b>Proposed Interexchange Tariff</b>
<b>Exhibit 6</b>	<b>Proposed Notice of Filing and Hearing</b>

**EXHIBIT 1**

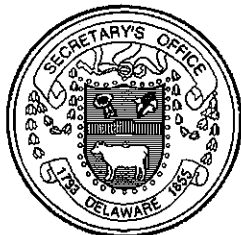
**Certificate of Formation**

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "NEXUSTEL LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF JANUARY, A.D. 2008, AT 11:22 O'CLOCK A.M.



4490662 8100

080066603

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

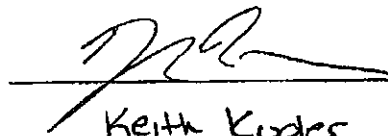
AUTHENTICATION: 6326345

DATE: 01-22-08

CERTIFICATE OF FORMATION  
OF  
NEXUSTEL LLC

1. The name of the limited liability company is NEXUSTEL LLC.
2. The address of its registered office in the State of Delaware is:  
Corporation Trust Center, 1209 Orange Street, in the City of Wilmington,  
Delaware 19801. The name of its registered agent at such address is The  
Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate  
of Formation of NEXUSTEL LLC this 17<sup>th</sup> day of January, 2008

  
\_\_\_\_\_  
Keith Kuder, AUTHORIZED PERSON  
\_\_\_\_\_

**EXHIBIT 2**

**Certificate of Authority to Transact Business**

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

APR 16 2008

APPLICATION FOR A CERTIFICATE OF AUTHORITY  
BY A FOREIGN LIMITED LIABILITY COMPANY  
TO TRANSACT BUSINESS IN SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the foreign limited liability which complies with Section 33-44-1005 of the 1976 South Carolina Code as amended is NexUStel LLC

2. The name of the State or Country under whose law the company is organized is Delaware

3. The street address of the Limited Liability Company's principal office is

9100 S Dadeland Blvd, Suite 1500

Street Address

Miami

FL

33156

City

State

Zip Code

4. The address of the Limited Liability Company's current designated office in South Carolina is

2 Office Park Court, Suite 103

Street Address

Columbia

South Carolina

29223

City

State

Zip Code

5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is

2 Office Park Court, Suite 103

Street Address

Columbia

South Carolina

29223

City

State

Zip Code

and the name of the Limited Liability Company's agent for service of process at the address is

Capitol Corporate Services, Inc.

Name

Signature

Bahara A. Kaurgus, Asst. Sec.

6. ☐ Check this box if the duration of the company is for a specified term, and if so, the period

080417-0076  
NEXUSTEL LLC

FILED: 04/16/2008

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State



NexUStel LLC  
Name of Limited Liability Company

7. ☒ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager

a. Cassara Acquisition Group, LLC

Name		
<u>125 Canal Landing Blvd</u>		
Business Address		
<u>Rochester</u>	<u>NY</u>	<u>14826</u>
City	State	Zip Code

b. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City State Zip Code

8. ☐ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended.

Date 04/09/2008

  
Signature

Jorge Asocio  
Name

Manager  
Capacity

**FILING INSTRUCTIONS**

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State  
P.O. Box 11350  
Columbia, SC 29211

# Delaware

PAGE 1

## *The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NEXUSTEL LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF APRIL, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NEXUSTEL LLC" WAS FORMED ON THE TWENTY-SECOND DAY OF JANUARY, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



4490662 8300

080423081

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6520997

DATE: 04-14-08

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

NEXUSTEL LLC, A Limited Liability Company duly organized under the laws of the State of DELAWARE, and issued a certificate of authority to transact business in South Carolina on April 16th, 2008, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
17th day of April, 2008.

  
Mark Hammond, Secretary of State

### **EXHIBIT 3**

#### **NexUSTel LLC – Key Management Biographies**

##### **Jorge Asecio – President and CEO**

In his position as President of NexUSTel, Asecio presides over the business development, sales and operations functions of NexUSTel from the offices in Miami, Florida.

General Manager with over 20 years of diversified management experience in different industries, including the last 12 years in senior management positions in the telecommunications industry. Most recently, served for 7 years as CEO of Americatel Corporation, a \$200M long distance Telecommunications Company based in Miami, oriented to the fast-growing Hispanic market in the United States. Has served as CEO and Board Member of several companies and has hands-on experience in senior sales and marketing positions, both in public and private companies, with retail product offerings, marketing, budgeting and forecasting and customer care and CRM procedures. Started his professional career as Under-Secretary of Economy in the Chilean government and worked with six different Secretaries between 1983 and 1989. Also worked in senior management positions for a private retirement fund and one of the largest insurance companies in Chile. Served as Professor of Economics, Business and Social Science in several universities and received the 2002 Award of Excellence – USA, from the magazine America Economía. Mr. Asecio holds a bachelor of Business Administration and Economics degree from the Universidad de Concepción, Concepción, Chile.

##### **Gonzalo Alvarez – Vice President Information Technology**

In his position as Vice President of Information Technology, Alvarez is responsible for all IT/IS initiatives to build and support NexUSTel's operations. Alvarez is the principle responsible for selecting and contracting for all underlying platforms and systems necessary to support NexUSTel's products and its billing and customer service functions.

Alvarez is an International executive manager with 14 years of multidisciplinary experience in Information Systems, Information Technology, software definition, strategy, business development, and project management. Key accomplishments include the successful development and management of the Americatel IT department. In this role he created a billing process and software application to process \$300M in annual sales. In addition he also defined and coordinated the implementation of a redundant EMC platform, a Business Intelligence solution and a Customer Resource Management solution which integrated customer information from multiple legacy applications. Mr. Alvarez is a 1991 graduate of Pontificia Universidad Católica de Chile, School of Engineering, Santiago, Chile.

##### **Manuel Molina – Vice President of Operations**

In his position as Vice President of Operations, Molina is responsible for the specification, implementation, and management of the voice access and termination networks, and voice switching systems for NexUSTel LLC.

Molina has more than 15 years of professional experience in engineering and operations in telecommunications, including voice and data communications over diverse transport media. Molina has experience with optical and satellite communications, IP networking, network security and Internet communications. Mr. Molina progressed through a variety of management positions at Americatel from 1995 through 2007. As Director of Engineering at Americatel, he was responsible for network optimization and system evaluation and purchase for all network elements. Mr. Molina began his career at Entel Chile as a Data Network Engineer. Mr. Molina holds a BS degree in Electrical Engineering from Federico Santa Maria Technical University in Valparaiso, Chile.

**EXHIBIT 4**

**Financial Qualifications - CONFIDENTIAL**

**(Filed Under Seal)**

**EXHIBIT 5**

**Proposed Interexchange Tariff**

TITLE SHEET  
SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

APPLICABLE TO RESOLD INTEREXCHANGE SERVICES

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for long distance telecommunications services provided by NexUSTel, LLC with principal offices at 9700 S. Dixie Highway, Suite 5500, Miami, FL 33156. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

Issued: July 7, 2008

Effective:

Jorge Asecio, President  
NexUSTel, LLC  
9700 S. Dixie Highway, Suite 550  
Miami, FL 33156  
Telephone: (786) 521-6074



CHECK SHEET

The sheets of this tariff inclusive herein are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
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28	Original		

Issued: July 7, 2008

Effective:

Jorge Asecio, President  
NexUSTel, LLC  
9700 S. Dixie Highway, Suite 550  
Miami, FL 33156  
Telephone: (786) 521-6074

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Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (T) – To signify a change in text but no change in rate

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission and the Office of Regulatory Staff, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**Section 1. TECHNICAL TERMS AND ABBREVIATIONS**

"Access Line" refers to the circuit between a Customer's standard interface located on the Customer's premises and the central office.

"Applicant" refers to any person, association, partnership, corporation, government agency, cooperative corporation, making a written or oral request for the commencement of or changes in the telecommunications Company's service.

"Authorization Code" is a code in numbers or letters employed to gain access to Service.

"Authorized User" is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

"Commission" refers to the Public Service Commission of South Carolina.

"Company" refers to NexUSTel, LLC.

"Complaint" refers to any specific objection to charges on a billing statement, facilities, practices, or services of the telecommunications Company.

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to any person, firm, corporation, governmental entity or other entity that has applied for and is granted Service and is responsible for payment of service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

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**Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)**

"Grandfathered Service" applies to an obsolete and/or outdated Service the Company no longer wishes to provide. The grandfathering of a Service is the Company's method of managing a tariff for this Service prior to ultimately discontinuing the Service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the Service to existing customers.

"Interexchange Carrier" refers to a carrier authorized by the Commission to provide services related to long distance services.

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

"ORS" refers to the South Carolina Office of Regulatory Staff.

"Prepaid Calling Service" refers to a serviced provided by the Company that allows a Customer to purchase a predetermined amount of access to the Company's long distance Services prior to the use of Service.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff.

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**Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)**

“Station” refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

“Tariff” refers to the schedule of a telecommunications Company containing all rates, tolls, and charges stated separately by type or kind of service and the customer class, and the rules and regulations of the Company, stated separately by type or kind of service and the customer class.

“Telephone Numbers” refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to customers and used in conjunction with the Services provided pursuant to this tariff.

“Underlying Carrier” refers to any interexchange carrier that provides long distance services resold by Company pursuant to this Tariff.

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## **SECTION 2. RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

- 2.1.1 This tariff contains the regulations, rates and charges applicable to resold interexchange services provided by the Company that originate and terminate within the State of South Carolina.
- 2.1.2 The Company arranges for installation, operation and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are available twenty-four hours per day, seven days per week.
- 2.1.4 Tariffs and revisions to tariffs will be filed with the Commission and a copy provided to the ORS.

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## **SECTION 2. RULES AND REGULATIONS**

### **2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Obligations of the Customer**

2.3.1 The customer shall be responsible for:

2.3.1.1 The payment of all applicable charges pursuant to this tariff.

2.3.1.2 Reimbursing the Company for damage to, or loss of the Company's equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.3.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's equipment installed on the customer's premises.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Obligations of the Customer (Cont'd)**

- 2.3.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's equipment. The customer may be required to install and maintain the Company's equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any installation work.
- 2.3.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the equipment of the Company.
- 2.3.1.6 Making Company equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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## **SECTION 2. RULES AND REGULATIONS (Cont'd)**

### **2.3 Obligations of the Customer (Cont'd)**

2.3.2 With respect to any service provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.3.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.3.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.3.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment is compatible with such equipment. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.3.4 The Company's services may be connected to the services or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Obligations of the Customer (Cont'd)**

- 2.3.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned equipment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Liability of the Company**

2.4.1 In view of the fact that the customer has exclusive control over the use of service furnished by the Company, and because certain errors incident to the services of the Company are unavoidable, services are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by the Company, shall not result in the imposition of any liability upon the Company.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Liability of the Company (Cont'd)**

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment or performance under this Agreement, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
  
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. The Company will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than the Company, that furnishes services, facilities, or equipment used in connection with the Company's services.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Liability of the Company (Cont'd)**

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, THE COMPANY MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**2.4.2 Limitation of Liability**

- 2.4.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

**2.4.3 Force Majeure**

- 2.4.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this Agreement, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.5 Application for Service**

- 2.5.1 To obtain pre-subscribed service, the Company requires the Customer to make a written or oral request for service which includes the letter of agency or other authorization it deems appropriate. No application is required for Prepaid Calling Service. Pre-subscribed service begins on the date billing becomes effective and is provided on the basis of a minimum period of at least one month.
- 2.5.2 The Company shall not be required to furnish or to continue furnishing service to any applicant who, at the time of application, is indebted under an undisputed bill for service previously rendered to the applicant or to any other member of the applicant's household, within a limit of six years prior to the time of the application.
- 2.5.3 The Company will contract to provide for the publishing of customers name, address, and telephone numbers in a telephone directory that is published at regular intervals, except where a public telephone and telephone service are unlisted at the customer's request.

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## **SECTION 2. RULES AND REGULATIONS (Cont'd)**

### **2.5 Application for Service (Cont'd)**

#### **2.5.4 Cancellation of Service**

- 2.5.4.1 Where the applicant cancels an order for service prior to the start of the installation no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier. The Customer may request termination and disconnection of service for any reason that confirms to SC Regulations 103-624.3.
- 2.5.4.2 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer, the ORS and the Commission with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- 2.5.4.3 In the event that the Company plans to exit a current region, the Customer, the ORS and the Commission shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Payment for Service**

- 2.6.1 The Company will bill Customer monthly, with recurring and non-recurring charges being billed in advance and any actual usage charges billed in arrears. Payment is due upon receipt by Customer. The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.6.2 Payments are past due if not received within thirty (30) days after rendition of the bills. A late payment charge of 1.5% will be assessed on all unpaid balances more than thirty (30) days old. Non-regulated and 900 related charges are not subject to late payment penalty. Bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.8.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by the Company in collecting any unpaid amounts. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a five (5) day notice shall be required in order to terminate services hereunder for non-payment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Payment for Service (Cont'd)**

- 2.6.3 The Company may provide for the arrangement of a deferred payment plan to enable a residential customer to make payment by installments in cases where the Customer is unable to pay the amount due for service. The deferred payment plan may require the affected customer to maintain his account current and pay not less than 1/6 of the outstanding balance for a period not to exceed six (6) months. The outstanding balance may include the late payment charge as specified in Section 2.6.2. A deferred payment plan is any agreement to defer a payment to the next billing cycle.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.7 Deposits**

The Company does not collect deposits from its Customers. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.8 Customer Complaints and Billing Disputes**

2.8.1 In the event that Customer disputes any charges, Customer must submit a written or telephonic claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to the Company within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. The Company shall investigate and resolve all disputes within fifteen (15) days of receipt of the dispute and the Company's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by the Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

The Company's toll free telephone number, which will be printed on customer bills, is 1-877-639-8775.

2.8.2 Any unresolved dispute may be directed in writing to the South Carolina Office of Regulatory Staff, 1441 Main Street, Suite 300, Columbia, SC 29201. ORS can also be reached Department by phone at 803-737-5230 or within South Carolina at 1-800-922-1531.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.8 Customer Complaints and Billing Disputes (Cont'd)**

2.8.3 The company shall reply within ten (10) days after receipt of complaint forwarded by the ORS, unless granted an extension.

2.8.4 The Company will maintain a record of all complaints received from the ORS. This record shall show the name and address of the complainant, the date, the nature of the complaint, and the adjustment or disposal thereof.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.9 Allowance for Interruptions in Service**

Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.4. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment, if any, furnished by the customer. No refund or credit will be made for the time that the Company stands ready to repair the service and the customer does not provide access to the Company for such restoration work.

The Company will maintain records of Interruptions or failures of service which will include the date, time, duration, cause and steps taken to correct the problem. These records shall be made available to the ORS upon request.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.9 Allowance for Interruptions in Service**

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.9.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

2.9.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit =  $A/720 \times C$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

2.9.4 Credits for Prepaid Calling Service will not be issued for cut-off, poor transmission or wrong number.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.10 Taxes and Fees**

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

**2.11 Returned Check Charge**

The returned check charge shall conform to SC Code 34-11-70. A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

**2.12 Restoration of Service**

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Special Customer Arrangements**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, assembly, purchase or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements, and filed for Commission approval. The Special Customer arrangements will be made available to the ORS upon request.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.14 Disconnection and Termination of Service**

**2.14.1 Disconnection of Service Without Notice**

The Company may refuse or discontinue telephone service, without notice, for any of the reasons listed below or for any reason set forth in an individual contract for service.

2.12.1.1 In the event of a condition determined by the Company to be hazardous or dangerous.

2.12.1.2 In the event that a customer's use of equipment is in such a manner as to adversely affect the Company's service to others.

2.12.1.3 In the event of unauthorized use of Company's services.

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## **SECTION 2. RULES AND REGULATIONS (Cont'd)**

### **2.14 Disconnection and Termination of Service (Cont'd)**

#### **2.14.2. Disconnection of Service Requiring Notice**

2.14.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) days in which to remove the cause for disconnection:

2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules, orders and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service subject to regulation by the Commission.

2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.14.2.1.D Failure to meet the Company's deposit and credit requirements, if applicable.

2.14.2.1.E For non-payment of a bill for regulated service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least five (5) days notice.

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Effective:

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.14 Disconnection and Termination of Service (Cont'd)**

- 2.14.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.2.1.G Tampering with equipment furnished and owned by the Company.
- 2.14.2.1.H For excessive and abnormal use of toll service, service may be denied two (2) days after written notice is given to the Customer, unless satisfactory payment arrangements are made.
- 2.12.2.1.I For illegal and willful misuse of the Company's services.

Service will be terminated only on Monday through Thursday between the hours of 8:00am and 4:00pm, unless provisions have been made to have someone available to accept payment and reconnect service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.15 Unlawful Use of Service**

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.16 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.17 Telephone Solicitation by Use of Recorded Messages**

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.18 Overcharge**

Any adjustment in billing due to an overcharge or an undercharge shall conform to South Carolina Regulations 103-623.

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## **SECTION 2. RULES AND REGULATIONS (Cont'd)**

### **2.19 Notices**

Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

### **2.20 Billing of Calls**

All charges due by the Company are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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**SECTION 3. DESCRIPTION OF SERVICES****3.1 Timing of Calls**

- 3.1.1 On direct-dialed long distance calls, chargeable time begins when the called station answers and the connection is established between the calling station and the called station. Chargeable times end when the calling station hangs up thereby releasing the network connection. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 3.1.2 On Prepaid Calling Service calls, billing begins only when a starting and ending event both occur. Timing is calculated at the starting event and ends at the terminating event. If there is no terminating event, there is no charge. Time between the starting event and the terminating event is the call duration. The starting event occurs when an incoming signaling protocol to the platform is successfully made. The terminating event occurs when the platform receives a signal from the local exchange carrier that the calling party has terminated the call or when the special audio text and interactive voice response features of the platform, such as news, weather, voice mail, etc. have been accessed by the Customer and completed. If the called party hangs up and the Customer re-originate one or more calls utilizing the platform without re-dialing the toll-free access number, the terminating event occurs when the Platform receives a signal from the local exchange carrier that the calling party hangs up.
- 3.1.3 Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Unless otherwise specified, the initial period is one (1) minute, and each additional period is two (2) minutes.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.2 Promotional Offerings**

The Company may, from time to time, engage in special Promotional Offerings limited to certain dates, times, or locations designed to attract new customers or to increase customers awareness of a particular tariff offering. The Company will provide notification to the Commission and the ORS of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. The Commission requires a letter of notification of promotional offerings which will be provided at least five (5) days prior to implementing the promotion. Such letter of notification shall also be provided to the ORS.

**3.3 Customized Pricing Arrangements ("CPAs")**

The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract may be filed with the Commission. All CPA's will be made available to the ORS upon request.

**3.4 Marketing Practices**

As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.5 Primary Interexchange Carrier Service**

Primary Interexchange Carrier Service is a non-prepaid inter-LATA and intra-LATA toll service. The Company serves as the Customer's Primary Interexchange Carrier ("PIC") for inter-LATA and intra-LATA toll service. The Customer may place calls only from a presubscribed telephone number. Primary Interexchange Carrier Service customers are billed in arrears on a monthly basis. Calls are billed in increments of two (2) minutes after the initial one (1) minute period.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.6 Prepaid Calling Service**

The Company's Prepaid Calling Service is a prepaid long distance service that allows a Customer to obtain a predetermined amount of access to the Company's long distance services. The Customer creates an account with the Company and deposits a fixed amount of dollars (i.e., \$10, \$20, \$50, or some other denomination) to make long distance calls.

Prepaid Calling Service is offered via access numbers. The Customer dials an access number and the platform validates the Customer's account and determines whether an adequate amount remains on the account, and if so, completes the call to the called telephone number dialed.

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of usage and is deducted from the available account balance associated with each Prepaid Calling Service account. The platform debits the account balance as the Customer places a call. Calls in progress will be terminated when the balance reaches zero.

The Customer may access the network from anywhere in the State by dialing an access number and the called telephone number. Calls are billed in increments of two (2) minutes after the initial one (1) minute period.

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**SECTION 4. CURRENT RATE SCHEDULE****4.1 Primary Interexchange Carrier Service****4.1.1 Rate Plan 1****Recurring Charges**

Rate per minute	\$0.059
Connection per call (two minutes or more)	\$0.09
Maintenance per month	\$0.99

**4.1.2 Rate Plan 2****Recurring Charges**

Rate per minute	\$0.059
Connection per call (two minutes or more)	\$0.18

**4.2 Prepaid Calling Service****4.2.1 Rate Plan 1****Recurring Charges**

Rate per minute	\$0.049
Connection per call (two minutes or more)	\$0.09
Maintenance per month	\$0.99

**4.2.2 Rate Plan 2****Recurring Charges**

Rate per minute	\$0.049
Connection per call (two minutes or more)	\$0.19

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**SECTION 4. RATES (Cont'd)**

**4.2 Prepaid Calling Service (Cont'd)**

**4.2.3 Rate Plan 1 and 2**

**Non-Recurring Charges**

Minimum Advance Payment	\$10
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**SECTION 5. MAXIMUM RATE SCHEDULE****5.1 Primary Interexchange Carrier Service****Recurring Charges**

Rate per minute	\$0.25
Connection per call (two minutes or more)	\$0.75
Maintenance per month	\$2.00

**5.2 Prepaid Calling Service****Recurring Charges**

Rate per minute	\$0.20
Connection per call (two minutes or more)	\$0.75
Maintenance per month	\$2.00

**Non-Recurring Charges**

Minimum Advance Payment	\$10
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**EXHIBIT 6**

**Proposed Notice of Filing and Hearing**

**PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**

**DOCKETING DEPARTMENT**

**NOTICE OF FILING AND HEARING**

**DOCKET NO. 2008-\_\_\_\_\_-C**

NexUSTel, LLC, has filed an Application with the Public Service Commission of South Carolina ("Commission"), for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services on a statewide basis, pursuant to S.C. Code Ann. § 58-9-280. Specifically, NexUSTel seeks authority to provide resold interexchange telecommunications to and from all points within the State of South Carolina. Applicant also requests that its interexchange services be subject to alternative regulation, pursuant to South Carolina Code § 58-9-585 (Supp. 1999), as was first granted by the Commission in Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C.

A copy of the Application is on file in the offices of the Public Service Commission of South Carolina, 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210; the Commission's website at [www.psc.sc.gov](http://www.psc.sc.gov), and is available through John Pringle, Ellis, Lawhorne & Sims, P.A., 1501 Main Street, 5th Floor, Columbia, SC 29201, tel: (803) 343-1270.

PLEASE TAKE NOTICE a hearing on the above matter has been scheduled to begin at \_\_\_\_\_ a.m. on \_\_\_\_\_, 2008, before Hearing Examiner David Butler, Esquire in the Commission's Law Library at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before \_\_\_\_\_, 2008 and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. *Please refer to Docket No. 2008-\_\_\_\_\_-C.*

Any person who wishes to testify and present evidence at the hearing, should notify the Docketing Department in writing at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, South Carolina 29211, and John Pringle, at the above address, on or before \_\_\_\_\_, 2008 and indicate the amount of time required for his presentation. *Please refer to Docket No. 2008-\_\_\_\_\_-C.*

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before \_\_\_\_\_, 2008. *Please refer to Docket No. 2008-\_\_\_\_\_-C.*

**PLEASE TAKE NOTICE:** Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina  
Attn: Docketing Department  
Post Office Drawer 11649  
Columbia, South Carolina 29211